

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

MARDOQUEO ABILIO MENDEZ MEJIA,
*individually and on behalf of others similarly
situated,*

Plaintiff,

-against-

CJFOUR INC. (D/B/A KORI TRIBECA),
TONGHAN KIM, JANET J KIM, JENNIFER
DOE, and KORI LIM,

Defendants.

Case No. 18-cv-04199-PGG

**SETTLEMENT AGREEMENT
AND
RELEASE**

This Settlement Agreement and Release of Claims ("Agreement") is entered into by and among Plaintiff Mardoqueo Abilio Mendez Mejia ("Plaintiff") on the one hand, and CJFour Inc. (d/b/a Kori Tribeca), ("Defendant Corporation"), Janet Kim, and Jennifer Kim ("Individual Defendants"), (collectively, "Defendants"), on the other hand.

WHEREAS, Plaintiff Mardoqueo Abilio Mendez Mejia allege that he worked for Defendants as employees; and

WHEREAS, a dispute arose regarding Plaintiff's alleged employment and the terms thereof, which dispute resulted in the filing of an action in the United States District Court for the Southern District of New York District of New York, Civil Action No: 18-cv-04199 (hereinafter "the Litigation"), alleging, among other things, a violation of federal and state wage and hour and overtime laws;

WHEREAS, Defendants deny any violation of federal and state wage and hour and overtime laws; and

WHEREAS, the parties desire to resolve all disputes between them without the necessity of further litigation;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Payment: Defendants shall pay or cause to be paid to Plaintiff, subject to the terms and conditions of this Agreement, and as full, complete, and final settlement and final satisfaction of any and all claims or potential claims Plaintiffs may have against Defendants through the Effective Date of this Agreement, including all counsel fees and costs incurred by Plaintiffs, the gross sum of **\$12,000.00** (the "Settlement Amount") to be paid to Plaintiff's attorneys in 24 equal monthly installments, as follows:

(a) Installment One: The initial payment will be one payment in the amount of \$500 for immediate deposit within 30 days of approval of the settlement agreement, to be delivered to Plaintiff's counsel. The payment shall be distributed by two separate checks as follows:

For Mardoqueo Abilio Mendez Mejia: \$300
For "Michael Faillace and Associates, P.C.": \$200

The check shall be delivered to Plaintiff's counsel office located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(b) Installments Two through Twenty Four: Each installment shall be a payment in the amount of \$500.00 to be delivered at the time of delivery of Installment One, by post-dated check dated for the 15th of 23 consecutive months following the payment of Installment One to be distributed by two separate checks as follows:

For Mardoqueo Abilio Mendez Mejia: \$300
For "Michael Faillace and Associates, P.C.": \$200

The check shall be delivered to Plaintiff's counsel office located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(c) Prepayment Option: Defendants shall have the option to pay the entire remaining balance by the 18th payment. If Defendants elect to exercise this option, the total settlement amount due shall be reduced by \$1,000.

Concurrently with the execution of this Agreement, Defendants CJFour Inc. (d/b/a Kori Tribeca), ("Defendant Corporation"), Janet Kim, and Jennifer Kim shall each execute and deliver to Plaintiffs' counsel confessions of judgment ("Confessions of Judgment") in the form annexed hereto as Exhibits respectively. The Parties hereby acknowledge and agree that the Confessions of Judgments will be held in escrow by Plaintiffs' counsel hereby irrevocably and unconditionally releases counsel, and will not be entered and/or filed at any time other than (i) in the event that the Defendants fail to make any of the installment payments as set forth above, i.e., one of the postdated checks fails to clear Plaintiffs' counsel's escrow account, or Defendants fail to deliver the payments to Plaintiffs' counsel within 30 days of the Court approving the Agreement, and (ii) Defendants fail to cure such default within 15 days of receipt of written notice (to be delivered to Defendants by first class mail). Any such Notice of Default shall be deemed received five (5) days after it is mailed.

2. Release and Covenant Not To Sue: Plaintiff hereby irrevocably and unconditionally releases from and forever discharges and covenant not to sue Defendants, and for each of them, and for Jay Kim and Christine Kim for any and all charges, complaints, claims, causes of action, suits, debts, liens, contracts, rights, demands, controversies, losses, costs and or expenses, including legal fees and any other liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected, whether fixed or contingent (hereinafter referred to as "claim" or "claims") which each Plaintiff at any time has, had, claims or claimed to have against Defendants. Similarly, Defendants releases and discharges Plaintiff from any and all known claims, and liabilities of any kind that they have, had or claimed to have against Plaintiff.

3. No Admission of Wrongdoing: This Agreement and compliance with this Agreement shall not be construed as an admission by Defendants of any liability whatsoever, or of any violation of any statute, regulation, duty, contract, right or order.

4. Modification of the Agreement: This Agreement may not be changed unless the changes are in writing and signed by a proper representative of Plaintiffs and Defendants.

5. Acknowledgments: Plaintiff and Defendants acknowledge that they are not relying upon any statement, representation or promise in executing this Agreement except for statements, representations or promises expressly set forth in this Agreement. They further acknowledge and agree that the only consideration for signing this Agreement is as set forth in this Agreement.

6. Notices: Notices required under this Agreement shall be in writing and shall be deemed given five days following first-class mailing thereof. Notice hereunder shall be delivered to:

To Plaintiffs:

Michael Faillace, Esq.
MICHAEL FAILLACE & ASSOCIATES, P.C.
60 East 42nd St. Suite 4510
New York, NY 10165
Tel: (212) 317-1200
Fax: (212) 317-1620
Email: michael@faillacelaw.com

To Defendants:

Jennifer Kim
146-52 28th Ave.
Flushing, NY 11354

Janet Kim
146-52 28th Ave.
Flushing, NY 11354

7. Governing Law: This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York, excluding the conflict-of-laws principles thereof. The parties consent and stipulate to the personal jurisdiction of the United States District Court for the Southern District of New York District of New York and the Supreme Court of the State of New York in any subsequent proceeding to enforce this Agreement.

8. Enforceability: If any provision of this Agreement is held to be illegal, void, or unenforceable, such provision shall be of no force or effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the legality or enforceability of, any other provision of this Agreement, provided, however, that upon any finding by a court of competent jurisdiction that a release or waiver of claims or rights or a covenant set forth herein is illegal, void or unenforceable, Plaintiff agrees to promptly execute a release, waiver

and/or covenant that is legal and enforceable.

9. Release Notification: Plaintiff has discussed the terms of this Agreement and release of claims with his legal counsel and Plaintiff acknowledges that he has consulted with Michael Faillace, Esq. of Michael Faillace & Associates, P.C., Plaintiff acknowledges that it is his choice to waive any potential claims in return for the benefits set forth herein and that he made this decision after careful thought and a reasonable period of time to consider this Agreement, and after an opportunity to consult with their attorneys. Plaintiff confirms that this Settlement Agreement and Release has been translated to him in Spanish and that he understands the terms of this Agreement and that he is signing this Agreement voluntarily.

10. Counterparts: To signify their agreement to the terms of this Agreement and Release, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. This agreement may also be executed by facsimile transmission.

PLAINTIFF:

By: 
Mardoqueo Abilio Mendez Mejia

Date: 03/2/2020

DEFENDANTS:

By: _____
CJFOUR INC. (d/b/a Kori Tribeca)

Date: _____

By: _____
Jennifer Kim

Date: _____

By: _____
Janet Kim

Date: _____

9. Release Notification: Plaintiff has discussed the terms of this Agreement and release of claims with his legal counsel and Plaintiff acknowledges that he has consulted with Michael Faillace, Esq. of Michael Faillace & Associates, P.C., Plaintiff acknowledges that it is his choice to waive any potential claims in return for the benefits set forth herein and that he made this decision after careful thought and a reasonable period of time to consider this Agreement, and after an opportunity to consult with their attorneys. Plaintiff confirms that this Settlement Agreement and Release has been translated to him in Spanish and that he understands the terms of this Agreement and that he is signing this Agreement voluntarily.

10. Counterparts: To signify their agreement to the terms of this Agreement and Release, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. This agreement may also be executed by facsimile transmission.

PLAINTIFF:

By: _____
Mardoqueo Abilio Mendez Mejia

Date: _____

DEFENDANTS:

By: _____
CJFOUR INC. (d/b/a Kori Tribeca)

Date: 2/27/2020

By: _____
Jennifer Kim

Date: 2/27/2020

By: _____
Janet Kim

Date: 2/27/2020

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK

----- X
MARDOQUEO ABILIO MENDEZ MEJIA,*Plaintiff,*

-against-

CJFOUR INC. (D/B/A KORI TRIBECA),
JANET J KIM, and JENNIFER
KIM*Defendants.*
----- X

Index No.:

**AFFIDAVIT OF CONFESSION OF
JUDGMENT**

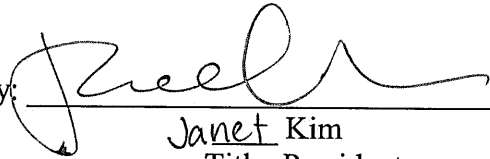
STATE OF NEW YORK)

COUNTY OF New York) ss.:

1. I reside in Queens County.
2. I, Janet Kim, am the President of CJFour Inc. (d/b/a Kori Tribeca). I am duly authorized to make this affidavit of confession of judgment on behalf of CJFour Inc. (d/b/a Kori Tribeca).
3. CJFour Inc. (d/b/a Kori Tribeca) maintains its principal place of business in New York County at 253 Church Street, New York, NY 10013.
4. Pursuant to the terms of the Settlement Agreement and Release by and between Mardoqueo Abilio Mendez Mejia ("Plaintiff") and CJFour Inc. (d/b/a Kori Tribeca), Janet Kim and Jennifer Kim (each a "Defendant" and collectively, "Defendants"), to which this Affidavit is annexed, I hereby confess judgment and authorize entry thereof against CJFour Inc. (d/b/a Kori Tribeca) in favor of Plaintiff for the sum of \$15,000, less any payments made under the Settlement Agreement.
5. This affidavit of confession of judgment is for a debt justly due to Plaintiff under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that Defendants are to submit a total sum of \$12,000 to Plaintiffs. The amount of this affidavit of confession of judgment represents the amount of \$15,000.
6. This affidavit is made upon good and valuable consideration, the sufficiency of which I acknowledge on behalf of Defendants, including, without limitation, the terms and provisions of the Settlement Agreement.
7. I hereby represent my understanding that upon Defendants' breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and

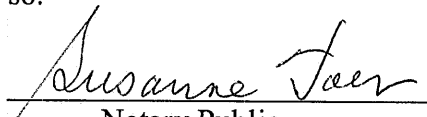
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entered in the Supreme Court of the State of New York as a judgment for \$15,000 (less any amounts already paid to Plaintiffs pursuant to the above schedule), against CJFour Inc. (d/b/a Kori Tribeca).

CJFour Inc. (d/b/a Kori Tribeca)

By: 
Janet Kim
Title: President

STATE OF New York,
: ss.:

On Feb. 27, 2020, before me personally came Janet Kim, to me known, who, by me duly sworn, did depose and say that deponent resides at 146-52 28th Ave. Flushing, NY 11354 that deponent is the President of CJFour Inc. (d/b/a Kori Tribeca). the party described herein, and that deponent executed the foregoing Affidavit of Confession of Judgment on behalf of CJFour Inc. (d/b/a Kori Tribeca) and was authorized to do so.


Notary Public

SUSANNE M TOES
Notary Public, State of New York
Registration #02TO6383208
Qualified In New York County
Commission Expires November 13, 2022

EXHIBIT B

SUPREME COURT OF THE STATE OF NEW YORK

-----X
MARDOQUEO ABILIO MENDEZ MEJIA,*Plaintiff,*

-against-

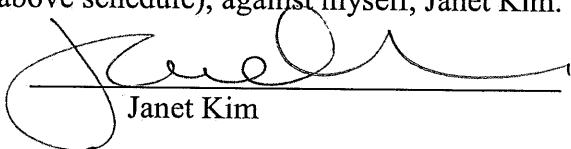
CJFOUR INC. (D/B/A KORI TRIBECA),
JANET J KIM, and JENNIFER
KIM*Defendants.*
-----X**Index No.:****AFFIDAVIT OF CONFESSION OF
JUDGMENT**STATE OF NEW YORK)
COUNTY OF New York): ss.:1. I reside in Queens County.

2. Pursuant to the terms of the Settlement Agreement and Release by and between Mardoqueo Abilio Mendez Mejia ("Plaintiff") and CJFour Inc. (d/b/a Kori Tribeca), Janet Kim and Jennifer Kim (each a "Defendant" and collectively, "Defendants"), to which this Affidavit is annexed, I hereby confess judgment and authorize entry thereof against myself, Janet Kim, in favor of Plaintiffs for the sum of \$13,000, less any payments made under the Settlement Agreement.

3. This affidavit of confession of judgment is for a debt justly due to Plaintiffs under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that Defendants are to submit a total sum of \$12,000 to Plaintiffs. The amount of this affidavit of confession of judgment represents the amount of \$15,000.

4. This affidavit is made upon good and valuable consideration, the sufficiency of which I acknowledge on behalf of Defendants, including, without limitation, the terms and provisions of the Settlement Agreement.

5. I hereby represent my understanding that upon Defendants' breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and entered in the Supreme Court of the State of New York as a judgment for \$15,000 (less any amounts already paid to Plaintiffs pursuant to the above schedule), against myself, Janet Kim.


Janet Kim

Sworn to before me this
27 day of February 2020

Susanne Toes
Notary Public

SUSANNE M TOES
Notary Public, State of New York
Registration #02TO6383208
Qualified In New York County
Commission Expires November 13, 2022

EXHIBIT C

SUPREME COURT OF THE STATE OF NEW YORK

-----X
MARDOQUEO ABILIO MENDEZ MEJIA,*Plaintiff,*

-against-

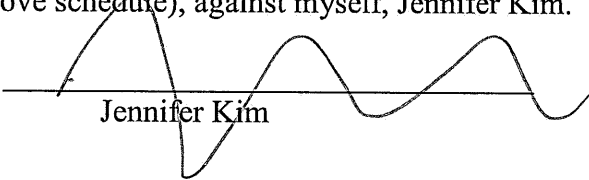
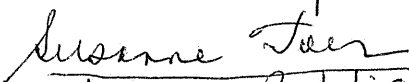
CJFOUR INC. (D/B/A KORI TRIBECA),
JANET J KIM, and JENNIFER
KIM*Defendants.*
-----X**Index No.:****AFFIDAVIT OF CONFESSION OF
JUDGMENT**STATE OF NEW YORK)
 : ss.:
COUNTY OF)1. I reside in Queens County.

2. Pursuant to the terms of the Settlement Agreement and Release by and between Mardoqueo Abilio Mendez Mejia ("Plaintiff") and CJFour Inc. (d/b/a Kori Tribeca), Janet Kim and Jennifer Kim (each a "Defendant" and collectively, "Defendants"), to which this Affidavit is annexed, I hereby confess judgment and authorize entry thereof against myself, Jennifer Kim, in favor of Plaintiffs for the sum of \$13,000, less any payments made under the Settlement Agreement.

3. This affidavit of confession of judgment is for a debt justly due to Plaintiff under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that Defendants are to submit a total sum of \$12,000 to Plaintiffs. The amount of this affidavit of confession of judgment represents the amount of \$15,000.

4. This affidavit is made upon good and valuable consideration, the sufficiency of which I acknowledge on behalf of Defendants, including, without limitation, the terms and provisions of the Settlement Agreement.

5. I hereby represent my understanding that upon Defendants' breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and entered in the Supreme Court of the State of New York as a judgment for \$15,000 (less any amounts already paid to Plaintiffs pursuant to the above schedule), against myself, Jennifer Kim.


Jennifer KimSworn to before me this
27 day of February 2020
Notary Public

SUSANNE M TOES
Notary Public, State of New York
Registration #02TO6383208
Qualified In New York County
Commission Expires November 13, 2022